

1 Case No. SG10-0181, SG11-1436 and SG12-0892

2 STATE BAR OF NEVADA

3 SOUTHERN NEVADA DISCIPLINARY BOARD

4 STATE BAR OF NEVADA,)
)
 5 Complainant,)
)
 6 vs.)
)
 7 RORY J. VOHWINKEL, ESQ.)
)
 8 Respondent.)
)
 9 _____)

10 PUBLIC REPRIMAND

11 TO: RORY J. VOHWINKEL, ESQ.

12 You were the supervising Nevada attorney of Paladin Legal Advocacy Center
13 ("Paladin"). Paladin advertised as being able to provide assistance with loan modifications,
14 short sales, and bankruptcies.

15 Paladin used the internet to advertise their law firm and would run ads on various
16 media sites such as YouTube. The advertisements stated the following:

17 "The Paladin Legal Advocacy Center employs an experienced team of real
18 estate professionals, including loss mitigation specialists and mortgage
19 professionals....and most importantly, all work is overseen by experienced real
20 estate attorneys in our office who are committed to providing the highest
21 quality service for every client.

22 Every one of our clients receive the benefit of an individual evaluation of all
23 relevant documentation, personalized consultation to discuss the critical
24 issues and explore all available options (including litigation), and then your
25 case will be assigned to the most appropriate loan modification specialist or
senior attorney to secure the best possible outcome."

Paladin also offered educational seminars to the public at least one time per month
between 2008 and 2010. Seminars took place every Wednesday in March at 6 p.m. at 9980

1 Flamingo Road, Las Vegas, NV 89147. People who attended these seminars were
2 encouraged to retain Paladin for legal services. Zachary B. Roberts ("Roberts"), a California
3 licensed attorney who is not licensed to practice law in Nevada, was also an attorney for
4 Paladin.

5 In September of 2009, Sharyn Nesbitt ("Nesbitt") retained the Paladin Legal Advocacy
6 Center to negotiate two loan modifications. Nesbitt paid Paladin \$5,500 for these services.

7 Roberts conducted Nesbitt's initial consultation, and facilitated the signing of her fee
8 agreement. Roberts provided Nesbit legal advice as to her best course of action based on
9 her situation, and counseled her regarding the documentation that would be required by her
10 to submit her application with the bank. Nesbitt provided the required documentation to
11 Paladin.

12 On November 30, 2009, Nesbitt was contacted by non-lawyer Jackie Maglaya
13 ("Maglaya") requesting information she had previously provided. Nesbitt resent the
14 information and was told that she would have word in approximately two weeks.

15 On January 11, 2010, Nesbitt received an email claiming that her loans were being
16 reviewed by Aurora Loans and that the review process could take up to four months.

17 On April 23, 2010, Nesbitt received a letter requesting her financial information again.
18 Nesbitt tried to get in touch with someone at Paladin to discuss their request, but received no
19 response.

20 On June 17, 2010, Nesbitt received notice that both of her properties were to be sold
21 at a trustee's sale. Nesbitt forwarded the notices of sale to Paladin and requested an
22 explanation regarding what happened with her modifications.

23 Nesbitt subsequently received a letter from you stating that her file was being closed
24 due to her failure to communicate. Nesbitt stated the termination letter was the first
25 communication she ever had from you during the course of her representation.

1 You refused to refund any of the \$5,500 paid by Nesbitt despite failing to obtain either
2 loan modification.

3 On June 22, 2010, Nesbitt filed a grievance with the State Bar. On July 6, 2010, the
4 State Bar sent correspondence to you enclosing Nesbitt's grievance and requesting a
5 response to the allegations.

6 In July of 2010, Roberts exchanged a series of emails with Nesbitt in which he
7 promised her \$2,000 in exchange for a withdrawal of her bar grievance. Nesbitt forwarded
8 these emails to the State Bar.

9 In your response to the State Bar, you claimed that your office did all the work you
10 were hired to do on Nesbitt's files, and that she was the one who failed to communicate with
11 his office. You also stated you thought the matter had been concluded, and that she wanted
12 to withdraw her grievance.

13 On April 2, 2009, Joe Yakubik ("Yakubik") retained the Paladin Legal Advocacy
14 Center to negotiate loan modifications for six residential properties. Yakubik paid Paladin
15 \$8,000 for these services.

16 Roberts conducted Yakubik's initial consultation, and facilitated the signing of his fee
17 agreement. Roberts provided Yakubik legal advice as to his best course of action based on
18 his situation, and counseled him regarding the documentation that would be required by him
19 to submit his application with the bank. Yakubik provided the required documentation to
20 Paladin.

21 Yakubik stated that no work was ever done on his modifications with the exception of
22 a 3rd party authorization form being sent to a few of his lenders. When Yakubik complained
23 to Roberts, Roberts referred Yakubik to you stating that you were actually the local attorney
24 assigned to Yakubik's files.

25 Yakubik filed a bar grievance on September 26, 2011, stating that he had demanded
an accounting from you but had never received a response or his money back.

1 In response to the State Bar, you confirmed that Yakubik had retained the services of
2 Paladin. You stated that Yakubik paid \$7,000, not \$8,000, for six loans, and signed a fee
3 agreement stating that **"AN ADVANCE PAYMENT FOR LEGAL SERVICES RENDERED**
4 **TO THE CLIENT AND SHALL BE IMMEDIATELY PAYABLE TO THE FIRM FOR**
5 **SERVICES RENDERED.** According to you, that meant that the \$7,000 immediately was the
6 property of the firm, and that you didn't owe Yakubik any refund. You further stated that
7 Yakubik should have actually paid the firm another \$3,500 as full payment for six loans.

8 In your response to the State Bar, you referred to Roberts as your "partner" and
9 confirmed that Yakubik had his initial contact with him, but maintained that Roberts did not
10 give Yakubik any "legal advice", but instead only explained how the loan modification
11 process worked.

12 You also claimed that Yakubik provided only minimal documentation, preventing
13 Paladin from doing any meaningful work on his modifications. You blamed Yakubik for being
14 non-responsive and claimed that Paladin "monitored" the cases for about a year.

15 You also claimed the first communication Paladin had with Yakubik was a demand for
16 his money back on January 21, 2011. You stated that by this time, Roberts had left your
17 firm, and you thought Roberts would handle Yakubik's complaints.

18 You and Yakubik agreed to have your fee dispute heard through the State Bar's Fee
19 Arbitration program. You participated in the fee dispute mediation with Mark Alden, resulting
20 in an agreement that you would refund \$3,000 to Yakubik over a period of ten (10) months,
21 making monthly payments of \$300. You paid the debt in full.

22 Robert & Adela Lindsey retained the services of Paladin Legal Advocacy Center to
23 pursue a loan modification for their home on May 6, 2009. Mr. and Mrs. Lindsey paid Paladin
24 \$1,500 for these services.

25 Roberts conducted Mr. and Mrs. Lindsey's initial consultation, and facilitated the
signing of their fee agreement. Roberts provided Mr. and Mrs. Lindsey legal advice

1 regarding their best course of action based on their situation, and counseled them regarding
2 the documentation that would be required of them to submit their application with the bank.
3 Mr. & Mrs. Lindsey provided the required documentation to Paladin.

4 Over the next several months, Mr. and Mrs. Lindsey made frequent attempts to
5 contact the office for information about progress of their modification with no response.

6 In December of 2009, Mrs. Lindsey went into the office and demanded their money
7 back. This was the first and only time she or her husband had ever spoken with you. You
8 refused to provide a refund.

9 Paladin did not obtain a modification for Mr. and Mrs. Lindsey, and they terminated
10 Paladin's services. After terminating the services of Paladin, Mr. and Mrs. Lindsey retained
11 the services of another attorney, who was able to get them a loan modification approximately
12 one month later.

13 In response to the State Bar, you confirmed that Paladin Legal Advocacy Center was
14 retained to handle the loan modification for Mr. and Mrs. Lindsey. You claimed that your
15 office was very diligent, but that the bank had determined that Mr. and Mrs. Lindsey did not
16 qualify for a modification.

17 You stated you met personally with Mrs. Lindsey to go over their options after they
18 were denied, including a discussion of short sale or foreclosure mediation. You confirmed
19 that these services would require additional funds to be paid by Mr. and Mrs. Lindsey. You
20 maintained that under the fee agreement, no promise of an outcome was made, and that the
21 fee was immediately earned.

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1 In light of the foregoing, you violated Rule of Professional Conduct ("RPC) 1.3
2 (Diligence), RPC 1.4 (Communication), RPC 1.5 (Fees), RPC 5.3 (Responsibilities
3 Regarding Non-lawyer Assistants) and RPC 5.5 (Unauthorized Practice of Law) and are
4 hereby **PUBLICLY REPRIMANDED**.

5 Dated this 23rd day of September, 2014

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7 _____
8 SHANN D. WINESETT, ESQ.
9 Formal Hearing Panel Chair
10 Southern Nevada Disciplinary Board
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